

Lewis Roca Rothgerber Christie LLP

201 East Washington Street, Suite 1200
Phoenix, AZ 85004-2595
Telephone: 602.262.5311

Ryan D. Pont (State Bar No. 033391)
Direct Dial: 602.262.5313
Direct Fax: 602.734.3769
Email: rpont@lewisroca.com

Kyle W. Kellar (*Pro hac vice* pending)
Direct Dial: 626.683.4590
Direct Fax: 626.577.8800
Email: kkellar@lewisroca.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Wavve Americas, Inc., a Delaware
corporation,

Plaintiff,

vs.

Unknown Registrant Of Kokoatv.Net;
Unknown Registrant Of Kokoa.Tv; And
Unknown Registrant Of Vidground.Com,

Defendants.

Case No.

COMPLAINT FOR:

- 1. FEDERAL TRADEMARK
INFRINGEMENT (15 U.S.C. §
1114);**
- 2. FEDERAL ANTI-
CYBERSQUATTING
CONSUMER PROTECTION
ACT (“ACPA”) [15 U.S.C. §
1125(d)];**
- 3. COPYRIGHT
INFRINGEMENT [17 U.S.C. §
501];**
- 4. CONTRIBUTORY
COPYRIGHT
INFRINGEMENT [17 U.S.C. §
501];**
- 5. FEDERAL UNFAIR
COMPETITION [15 U.S.C. §
1125(a)]; and**
- 6. TORTIOUS INTERFERENCE
WITH BUSINESS
EXPECTANCY**

DEMAND FOR JURY TRIAL

Office Address

LEWIS  **ROCA**

1 Plaintiff wavve Americas, Inc. (“wA” or “Plaintiff”) by and through its attorneys,
2 asserts this Complaint against Defendants Unknown Registrant of KOKOATV.NET,
3 Unknown Registrant of KOKOA.TV, and Unknown Registrant of VIDGROUND.COM
4 (collectively, “Defendants”), whose true identity/identities is/are presently unknown, as
5 set forth below.
6

7 **JURISDICTION AND VENUE**

8 1. This is an action for federal trademark infringement under the Lanham Act,
9 15 U.S.C. § 1114 et. seq., cybersquatting under 15 U.S.C. § 1125(d), copyright infringing
10 and contributory copyright infringement under 17 U.S.C. § 501, federal unfair competition
11 under the Lanham Act, 15 U.S.C. § 1125 et seq., and tortious interference with business
12 expectancies under Arizona common law.
13

14 2. This Court has jurisdiction over the subject matter of this lawsuit pursuant to,
15 *inter alia*, 28 U.S.C. §§ 1331 and 1338(a). In addition, this Court has *in rem* jurisdiction
16 over the domain names KOKOATV.NET and KOKOA.TV pursuant to 15 U.S.C. §
17 1125(d)(2)(A), which provides that “[t]he owner of a mark may file an in rem civil action
18 against a domain name in the judicial district in which the domain name registrar, domain
19 name registry, or other domain name authority that registered or assigned the domain name
20 is located....” As explained below, Namecheap, Inc. is the registrar of record for each of
21 the domain names at issue, and Namecheap, Inc. is located in this judicial district at 4600
22 East Washington Street, Suite 305, Phoenix, Arizona 85034.
23
24
25
26
27
28

3. The Court has specific personal jurisdiction over Defendants because they¹ have registered KOKOATV.NET, KOKOA.TV and VIDGROUND.COM with Namecheap, Inc., an Arizona-based domain registrar with a website at NAMECHEAP.COM (“Namecheap”). True and correct copies of the WHOIS information listing NAMECHEAP INC under Registrar Information is attached as Exhibit A for KOKOATV.NET and KOKOA.TV, and as Exhibit B for VIDGROUND.COM.

4. Namecheap requires its registrants to consent to personal jurisdiction in this Court for disputes between Namecheap registrants, such as Defendants, and third parties, such as wA. Specifically, the Namecheap Registration Agreement, to which all registrants must agree, provides that:

[F]or the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you shall submit without objection, without prejudice to other potentially applicable jurisdictions, to the subject matter and personal jurisdiction of the courts (i) of the domicile of the registrant as it appears in the public WHOIS record for the domain name(s) in controversy, and (ii) where we are located, currently those State or federal courts whose geographic districts include Maricopa County, State of Arizona.

A true and correct copy of the Namecheap Registration Agreement is attached as Exhibit C.

¹ For clarity, Defendants will be jointly referred to using the third-person pronoun “they.” However, it is unknown at this time if Defendants are different individuals or entities or if they are the same individual or entity, and the use of “they” should not be understood as a representation that the Defendants are different individuals or entities.

5. Additionally, this Court has specific jurisdiction on account of Defendants' distribution of infringing content within this state. The Court's exercise of personal jurisdiction over Defendants is reasonable.

6. Venue is appropriate in this district under 28 U.S.C. § 1391 because the claim asserted arises out of wrongful acts that occurred and are occurring within this judicial district.

THE PARTIES

7. Plaintiff wavve Americas, Inc. is a Delaware corporation with its principal place of business at 515 S. Figueroa St., Suite 1230, Los Angeles, California 90071.

8. Defendants are the unknown registrant(s) of KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM.² The identity of Defendants is unknown because all three domains were registered using a "privacy protection" service. In this case, the identities of the registrants of KOKOATV.NET, KOKOA.TV and VIDGROUND.COM are protected by the company Withheld for Privacy ehf ("Withheld for Privacy"). *See* Exhibits A and B. Withheld for Privacy allows a registrant to register a domain name without listing the registrant's true name, email address, or contact information in the publicly available "WHOIS" database of domain name registrants. Instead, registrars submit Withheld for Privacy's generated "proxy" information to the WHOIS database to "identify" the

² To the extent temporary and/or final resolution of this matter requires action by Namecheap, wA understands that Namecheap consents to this Court's jurisdiction without being a named party in the lawsuit. Exhibit D is a true and correct copy of Namecheap's Court Order & Subpoena Policy, which states "No, you do not need to name Namecheap or Withheld for Privacy in a legal action." Exhibit E is a true and correct copy of Namecheap's Uniform Domain Name Dispute Resolution Policy ("UDRP"), which states that "We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances: ... b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action...."

1 registrant.

2 9. According to Withheld for Privacy's Terms of Service, a true and correct copy
3 of which is attached hereto as Exhibit F, Withheld for Privacy "provide[s] anonymized
4 email solutions that allow third parties to contact your Customer directly without disclosing
5 your Customers personal email information." This process is further explained at
6 Namecheap's website addressing "How does Domain Privacy work?," where Namecheap
7 explains that "Your personal email address will be replaced with a unique
8 Withheldforprivacy.com one (e.g.,
9 35180ba032214a9387fe517f46b6037d.protect@withheldforprivacy.com), and every email
10 sent to this email address will be forwarded to your Registrant email address." A true and
11 correct screenshot of this website is attached hereto as Exhibit G.
12
13

14 **FACTUAL BACKGROUND**

15 **wavve Americas' KOCOWA® Service**

16 10. wA is a leading entertainment company and distributor of Korean-originating
17 media content in the Americas.
18

19 11. Recognizing a growing demand for Korean-produced programming in the
20 United States, wA built its KOCOWA® platform to provide K-drama, K-reality, K-variety,
21 and K-pop content in the United States and elsewhere. wA's KOCOWA platform is an
22 over-the-top (OTT) media service that distributes (*i.e.*, streams) media content directly to
23 viewers via the Internet.
24
25
26
27
28

12. wA does not currently create original content. Instead, wA licenses original programming that first airs in Korea³ for distribution in the United States via its KOCOWA[®] service. wA currently offers more than 1,300 shows through its Kocowa service, and new programming is added regularly (hereinafter, the “Kocowa Programming”).

13. wA has been granted exclusive licenses from, *inter alia*, the three largest Korean broadcast networks—KBS, SBS, and MBC—to distribute (*i.e.*, stream) over 1,100 different programs in the United States and elsewhere (hereinafter, the “Works”).

14. The KOCOWA[®] service provides the Kocowa Programming as a Video-on-Demand service to registered users. Some Kocowa Content is available to registered users for free with ads, from which wA generates revenue. This is called Advertising Video-on-Demand (AVOD). However, the vast majority of Kocowa Programming is provided without ads to registered users that pay a recurring subscription fee to wA. This is called Subscription Video-on-Demand (SVOD).

15. The name “KOCOWA” is an acronym generated from the phrase “**K**Orean **C**Ontent **W**Ave”.⁴ Kocowa has no separate meaning in English or Korean and has no dictionary definition.

16. Although Korean programming is increasingly popular in the United States, wA relies heavily on word-of-mouth from its registered users to friends and family to increase its registered user (and subscriber) base. Indeed, KOCOWA[®] caters to non-native English speakers or non-English speakers in that it provides Korean-language content.

³ All references to “Korea” herein refer to the Republic of Korea, colloquially known as South Korea.

⁴ “Korean television is the pop culture phenomena of the new decade, and wA is bringing the **K**Orean **C**Ontent **W**Ave, **KOCOWA**, to international audiences everywhere.” <https://corp.kocowa.com/kocowa/> (accessed August 29, 2023).

17. wA protects its KOCOWA® brand by a variety of means, including but not limited to obtaining federal trademark registrations. To this end, wA is the owner of United States Trademark Registration No. 6,183,377 (the “’377 Registration”) for the mark KOCOWA (the “Kocowa Mark”) for, among other things, Video Streaming Services Via the Internet; Streaming and Electronic Delivery of Videos and Digital Media Content in the Nature of Digital Media Content for Others Via a Global Computer Network; Streaming of Audio, Visual and Audiovisual Material Via a Global Computer Network Featuring Korean Media, Entertainment, Films, Drama, Comedy, Variety Shows, Music Videos and History; Video Streaming Services Via the Internet Featuring Films and Motion Pictures; Provision of Electronic Access to Audio and Video Media; Providing Electronic Access to Digital Media; Providing Electronic Access to Digital Media Streaming Devices; Providing Electronic Access to Digital Entertainment Systems for Purchasing and Watching Digital Content; Video-On-Demand Broadcasting; On-Demand Cable Television Broadcasting; On- Demand Television Broadcasting; Television Broadcasting; Internet Protocol Television (Iptv) Transmission Services; Internet Broadcasting Services; Transmission of Moving Pictures Via Internet; Transmission of Images and Voice Via Internet; Wireless Internet Broadcasting Services; Communication by Remote Screen in the Nature of Mobile Phones; Transmission of Data; Satellite Television Broadcasting; Cable Television Broadcasting; Transmission of Information on Optical Telecommunication Networks; Transmission of Information Via National and International Networks; Transmission of News; Digital Television Broadcasting; Electronic Message Sending in International Class 38. The ’377 Registration issued on October 27, 2020. A true and correct copy of the ’377

1 Registration is attached hereto as Exhibit H.

2 18. wA is also the owner of United States Trademark Registration No. 5,985,094
3 (the “’094 Registration”) for the mark KOCOWA and Design (the “Kocowa Logo”) for
4 Video-On-Demand Broadcasting; On-Demand Cable Television Broadcasting; On-
5 Demand Television Broadcasting; Television Broadcasting; Internet Protocol Television
6 (Iptv) Transmission Services; Internet Broadcasting Services; Transmission of Moving
7 Pictures Via Internet; Transmission of Images and Voice Via Internet; Wireless Internet
8 Broadcasting Services; Communication by Remote Screen in the Nature of Mobile Phones,
9 Namely, Communications by Mobile Phone; Satellite Television Broadcasting; Cable
10 Television Broadcasting; Transmission of Information on Optical Telecommunication
11 Networks; Transmission of Information Via National and International Networks;
12 Transmission of News; Digital Television Broadcasting; Electronic Message Sending, All
13 of the Foregoing Relating to Korean Media, Entertainment, Films, Drama, Comedy, Variety
14 Shows, Music Videos and History in International Class 38. The ’094 Registration issued
15 on February 11, 2020. A true and correct copy of the ’094 Registration is attached as
16 Exhibit I, and the Kocowa Logo is reproduced below.

17 **KOCOWA**

18 **KOCOWA and Design Mark**

19 19. wA also owns and maintains the domain name KOCOWA.COM, through
20 which it provides information about, accepts subscriptions to, and provides an on-line
21 version of its KOCOWA® service.
22
23
24
25
26
27
28

The KOKOATV.NET and KOKOA.TV Websites

20. Defendant Registrant of KOKOATV.NET (hereinafter, the “Kokoa Defendant”) owns, operates, and maintains the KOKOATV.NET Internet website that is accessible to individuals in the United States. Upon information and belief, the Kokoa Defendant also owns, operates, and maintains the KOKOA.TV Internet website. KOKOA.TV simply redirects visitors to KOKOATV.NET. A screenshot of the webpage that resolves from KOKOATV.NET as accessed on July 12, 2023, is attached hereto as Exhibit J. An English-language machine translation of the same webpage is attached hereto as Exhibit K.

21. Upon reaching KOKOATV.NET, directly or indirectly through KOKOA.TV, users can select from a wide variety of media content, including TV shows and movies, for viewing without registering and entirely free of charge. In addition to providing access to Korean-based shows, including many of which are exclusively licensed to wA for distribution in the United States, KOKOATV.NET provides access to recent shows and movies from other OTT media services, including Netflix, Disney+, and Apple TV.

22. KOKOATV.NET is specifically directed at and targets Korean-speaking individuals. The KOKOATV.NET website features Korean language characters and features Korean-language advertisements for even English language programming. As one example, the movie poster for Guardians of the Galaxy Volume 3 is shown below as it appears on KOKOATV.NET (left) and how it appears in English (right).⁵ Further, English-language programming available via KOKOATV.NET has Korean-language subtitles

⁵ Although outside the scope of this suit, Guardians of the Galaxy Volume 3 is not yet released for streaming on Disney+ but is available for streaming, free of charge, via KOKOATV.NET.

hardcoded into the stream while Korean-language programming available via KOKOATV.NET does not feature any subtitles.



Exhibit J



English-Language Movie Poster

23. In addition to typical movie genre filters, such as “action” or “comedy,” KOKOATV.NET includes filters for “western movie” and “Korean movie” to distinguish between English-language movies and Korean-language movies. A screenshot of KOKOATV.NET/movie, taken on July 12, 2023, with machine English-language translation is attached hereto as Exhibit L.

24. How KOKOATV.NET distributes (*i.e.*, streams) its unlicensed content will be briefly described using the show 넘버스 : 빌딩숲의 감시자들 (in English, Numbers) as an example. The first season of Numbers recently aired in Korea, with the first episode having aired on June 23, 2023. wA has the exclusive license to distribute (*i.e.*, stream) all episodes of Numbers from MBC to users in the United States and has not sublicensed this right to KOKOATV.NET or anyone associated with KOKOATV.NET.

25. The sixth episode of Numbers aired in Korea on July 8, 2023. As of July 12, 2023, the first six episodes of Numbers were available for viewing to registered users on wA's KOCOWA® service. A screenshot showing the availability of all six episodes of Numbers on wA's KOCOWA service as of August 29, 2023, is attached hereto as Exhibit M.

26. KOKOATV.NET also offers, without permission, all episodes of Numbers at <https://kokoatv.net/tv-show/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4/>. A true and correct screenshot of this webpage, as accessed on August 29, 2023, is attached hereto as Exhibit N, and an English-language machine translation thereof is attached hereto as Exhibit O.

27. A user then selects an episode of Numbers and is taken to a subsequent page. A screenshot of <https://kokoatv.net/episode/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4-6%ed%99%94/>, which is episode 6 of Numbers, is shown below and attached hereto as Exhibit P, with an English-language machine translation thereof attached hereto as Exhibit Q.

KOKOATV



Home > 넘버스: 빌딩숲의 감시자들 > 시즌 1 > 넘버스: 빌딩숲의 감시자들 6화



등록: 08.07.2023

넘버스: 빌딩숲의 감시자들 6화

Numbers: Watchdogs in the Building Forest

비극적인 가족사를 가진 장호우가 태일회계법인에 최초이자 유일의 고졸 출신 회계사로
입사해 자신이 꿈꿔왔던 정의를 실현하는 이야기

더 보기 ▾

바로보기

KOKOATV



Home > Numbers: Wardens of the Building Forest > season 1 > Numbers: Wardens of the Building Forest Episode 6



Registration: 08.07.2023

Numbers: Wardens of the Building Forest Episode 6

Numbers: Watchdogs in the Building Forest

The story of Jang Ho-woo, who has a tragic family history, joins Tael Accounting Firm
as the first and only high school graduate accountant to realize the justice he
dreamed of

Show Less ▾

DIRECT VIEW

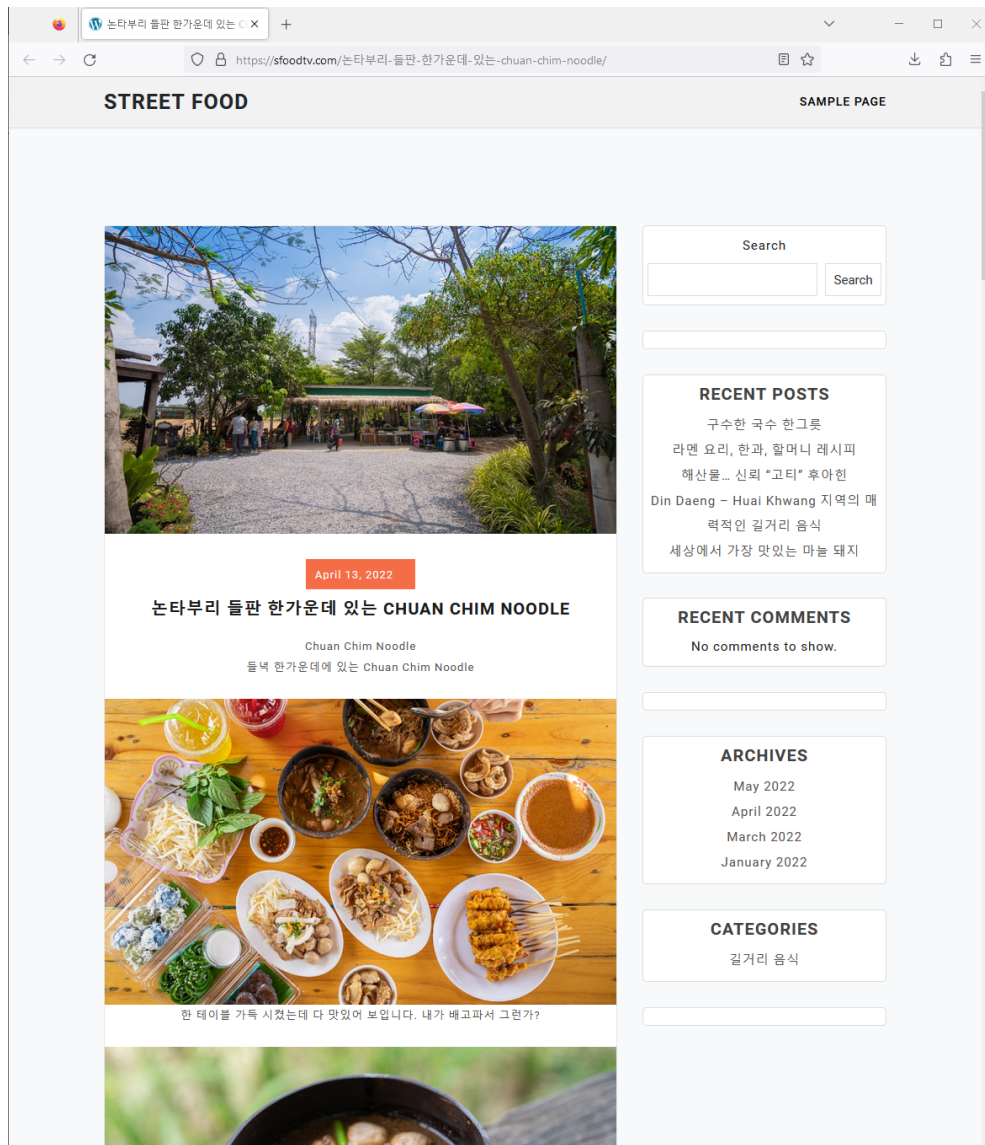
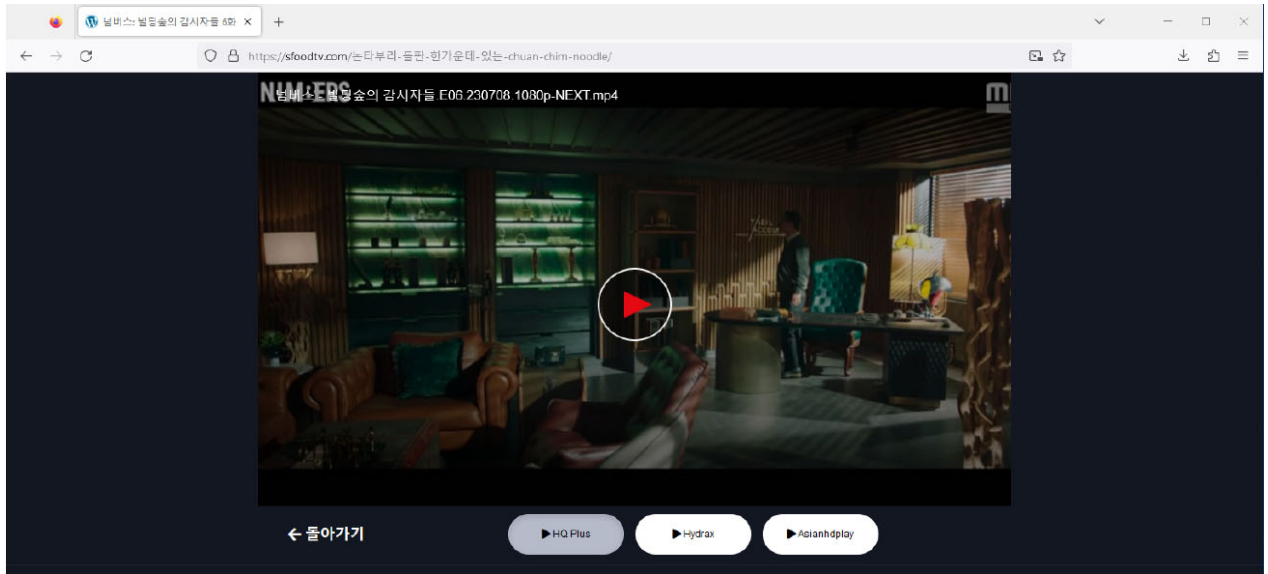
28. A user then clicks the blue button⁶, which states “DIRECT VIEW,” (when translated to English) and is taken to another webpage where the selected episode is

⁶ The blue link is referred to as a “deeplink” because it links to a specific piece of webcontent and not to a website’s homepage, e.g., <https://example.com/path/page> versus <https://example.com>.

streamed. A true and correct copy of the webpage that resolves from the DIRECT VIEW button is attached hereto as Exhibit R. As can be seen in Exhibit R, the resolved webpage is <https://sfoodtv.com/는타부리-들판-한가운데-있는-chuan-chim-noodle/>, not a KOKOATV.NET webpage.

29. However, on information and belief, the Kokoa Defendant is using sophisticated scripts running on the KOKOATV.NET webpage to mask the true location of the infringing content, such as episode 6 of Numbers in this example.

30. First, the webpage <https://sfoodtv.com/%EB%85%BC%ED%83%80%EB%B6%80%EB%A6%AC-%EB%93%A4%ED%8C%90-%ED%95%9C%EA%B0%80%EC%9A%B4%EB%8D%B0-%EC%9E%88%EB%8A%94-chuan-chim-noodle/>, which originally displayed the infringing copy of episode 6 of Numbers as shown in Exhibit R, instead resolves to a website called STREET FOOD that is apparently a Korean food blog, a screenshot of which is attached hereto as Exhibit S, when the page is visited directly (*i.e.*, when the web address is accessed directly rather than reached via KOKOATV.NET). A comparison between the two webpages shown in Exhibits R and S, which resolve from the same web address, is shown below:



31. Further confounding matters, each click on the same DIRECT VIEW button shown in Exhibit P takes the user to a different webpage, but one which streams the same infringing sixth episode of Numbers in this example. Attached hereto as Exhibit T is a screenshot of another website resolving from the same blue DIRECT VIEW link shown in Exhibit P at <https://dicecake.com/i-need-to-tighten-my-belt-savings-deposits-reached-4-5/>, which shows the same infringing episode sixth episode of Numbers. However, returning to this same web address directly resolves an entirely different webpage, shown in Exhibit U.

32. Attached hereto as Exhibit V is a screenshot of yet another website resolving from the same blue DIRECT VIEW link shown in Exhibit P at <https://gamejuicy.com/play/levit-racer-6361>. As before, attempting to return to the webpage directly takes the user to an entirely unrelated webpage, in this case, to a game called Levit Racer as shown in Exhibit V.

33. Based on extensive research, wA believes that KOKOATV.NET uses at least the following domains to spoof the true location of the infringing content: SFOODTV.COM⁷; DICECAKE.COM⁸; GAMEJUICY.COM⁹; and JUSTLINK.TV¹⁰.

34. At this time, wA is unaware how the Kokoa Defendant is able to provide these “spoof” web addresses. However, this spoofing substantially frustrates right’s holders’ attempts to utilize the DMCA takedown procedure because the infringing materially cannot be directly linked. Put another way, while <https://gamejuicy.com/play/levit-racer-6361> links to an infringing copy of episode six of Numbers when resolved via KOKOATV.NET

⁷ See Exhibits R and S.

⁸ See Exhibits T and U.

⁹ See Exhibits V and W.

¹⁰ See Exhibits X and Y. Exhibit X shows episode one of Numbers.

1 (Exhibit V), someone accessing this same link directly resolves an entirely different
2 webpage (Exhibit W) that does not show the infringing content.

3
4 35. For this same reason, the website KOKOATV.NET, and specifically the blue
5 DIRECT VIEW links hosted thereon, are understood to be the *only* means to access the
6 infringing content. Put another way, a user cannot directly link to episode six of Numbers
7 (or any other content shown on KOKOATV.NET) but must go through the link provided at
8 KOKOATV.NET. Thus, the KOKOATV.NET website is the genesis of the infringing
9 conduct and, without being shut down, will continue infringing WA's exclusive rights.
10

11 36. By using the debugger console available on Internet browsers, it was
12 determined that the infringing video streams originate from hqplus.vidground.com,
13 regardless of which "spoof" web address is used. Exhibits Z, AA, AB, and AC are true and
14 correct screenshots (with annotations) showing the debugger console indicating that the
15 streaming content is being accessed from or provided by <https://hqplus.vidground.com>
16 while episode six of Numbers, accessed via KOKOATV.NET, is playing on
17 JUSTLINK.TV, SFOODTV.COM, GAMEJUICY.COM, and DICECAKE.COM,
18 respectively.
19
20

21 37. As explained above, VIDGROUND.COM is also registered at Namecheap
22 and utilizes the same Withheld for Privacy service as KOKOATV.NET and KOKOA.TV.
23 VIDGROUND.COM has no available contact information and purports to have a "Privacy
24 Policy" and "Terms of Use," but clicking the corresponding links simply returns to the same
25 VIDGROUND.COM homepage. On information and belief, VIDGROUND.COM is
26 hosting and/or distributing the infringing content.
27
28

Infringement of wA's KOCOWA® Trademark

38. Upon information and belief, the Kokoa Defendant selected the word “KOKOA” for its domain names due to its phonetic and visual similarity to wA’s KOCOWA® mark and service. Indeed, when pronounced syllabically, the words are nearly indistinguishable (KO-CO-WA and KO-KO-A). Upon information and belief, the Kokoa Defendant selected these domain names to intentionally trade off the goodwill generated in wA’s KOCOWA® mark and service and to confuse users into believing that KOKOATV.NET and KOKOA.TV are, or are related to, wA’s KOCOWA® service.

39. As explained above, wA relies heavily on word-of-mouth referrals to its KOCOWA® service, especially among non-native English speakers and non-English speakers. Such individuals are highly susceptible to the type of phonetic copying the Kokoa Defendant has engaged in here.

40. Further, the addition of the generic phrase “TV” in the KOKOATV.NET domain name does little, if anything, to dispel any actual or potential confusion. Instead, “TV” simply refers to the type of programming—TV programming—that is provided both legally by wA’s KOCOWA® service and illegally on Defendant’s KOKOATV.NET website. Similarly, the use of the “.tv” top-level domain in KOKOA.TV merely indicates to users that the domain contains TV programming and video content.¹¹

41. Even further, a potential KOCOWA® subscriber need only be confused once for wA to be harmed. In other words, if a potential KOCOWA® user inadvertently reaches

¹¹ As explained on NameCheap’s website, the .tv TLD is a country code TLD for the Polynesian island of Tuvalu, but NameCheap advertises the .tv TLD specifically for video content, stating “If you have video to share, get a .tv domain. Sites with the .tv extension usually feature video content for specific brands or businesses.” <https://www.namecheap.com/domains/registration/cctld/tv/> (accessed August 29, 2023).

1 KOKOATV.NET instead of KOCOWA.COM, he or she would realize that most, if not all,
2 of the content available via AVOD or SVOD to registered users on wA's KOCOWA®
3 service is available free of charge (albeit illegally) without registration on KOKOATV.NET
4 and would be deterred from the then seeking out wA's legitimate KOCOWA® service.
5

6 **Likelihood of Confusion**

7 42. The Kokoa Defendant targets the same consumers of Korean entertainment
8 content, in connection with the mark KOKOATV (the "Infringing Mark"), that wA targets
9 for streaming of Korean entertainment content, in connection with the Kocowa Mark and
10 Logo.
11

12 43. Since at least February 2023 and July 2023, respectively, Defendant has
13 operated KOKOATV.NET and KOKOA.TV, and actively offered free access to numerous
14 Korean television shows which have been exclusively licensed to wA to stream to viewers
15 in the United States without consent by wA or the copyright owners.
16

17 44. The Kokoa Defendant commenced using the Infringing Mark subsequent to
18 the First Use Date of the Kocowa Mark and long after wA had built up extensive and
19 valuable business and goodwill in connection with its Kocowa Mark.
20

21 45. The Infringing Mark contains a phonetically identical imitation of wA's
22 registered Kocowa Mark and is confusingly similar in sight, sound, and connotation.
23

24 46. On information and belief, Defendant was aware of wA and its use of the
25 Kocowa Mark in connection with the KOCOWA® video streaming service at the time
26 Defendant adopted and began using the Infringing Mark.
27
28

1 47. wA and the Kokoa Defendant are engaged in the business of providing near
2 identical services to the same classes of customers, through the same or similar channels of
3 trade.

4
5 48. On information and belief, the Kokoa Defendant adopted the Infringing Mark
6 with the intent to deceive consumers and to cause confusion among subscription purchasers
7 for the purpose of benefitting from the goodwill and public recognition associated with
8 wA's Kocowa Mark and diverting users from wA's KOCOWA[®] service to the Kokoa
9 Defendant's KOKOATV.NET website to increase ad revenue.

10
11 49. The Kokoa Defendant's use of the phonetically identical Infringing Mark in
12 its domain names KOKOA.TV and on KOKOATV.NET, which only adds the generic
13 phrase "tv," is, on information and belief, intended to confuse potential customers as to the
14 source, origin, sponsorship, affiliation between wA and the Kokoa Defendant. This
15 consumer confusion is exacerbated by the Kokoa's Defendant's offering of access to
16 copyrighted content exclusively licensed to wA and streamed via the KOCOWA[®] on, *inter*
17 *alia*, KOCOWA.COM.

18 **Infringement of wA's Exclusive Distribution Rights**

19
20
21 51. As explained above, wA has the exclusive right to distribute (*i.e.*, stream) in
22 the United States over 1,100 shows created by the three major Korean networks and that
23 first air in Korea (the "Works"). wA distributes the Works through its KOCOWA[®] OTT
24 service and receives remuneration in the form of advertising revenue for AVOD
25 programming and subscription revenue for SVOD content.

26
27 52. Defendants do not have permission to copy, host, publish, and/or distribute
28

any of the Works. A small sample of the Works is provided below along with where these Works are available for legitimate viewing via wA's KOCOWA service and illegitimately via KOKOATV.NET.

Program (Korean Title)	Program (English Title)	KOKOATV.NET Offering	KOCOWA Offering
넘버스 : 감시자들	Numbers	https://kokoatv.net/tv-show/%eb%84%98%eb%b2%84%ec%8a%a4-%eb%b9%8c%eb%94%a9%ec%88%b2%ec%9d%98-%ea%b0%90%ec%8b%9c%ec%9e%90%eb%93%a4/	https://www.kocowa.com/en_us/season/78717530/numbers
생존게 코드레드	Mission CodeRed	https://kokoatv.net/tv-show/%ec%83%9d%ec%a1%b4%ea%b2%8c%ec%9e%84-%ec%bd%94%eb%93%9c%eb%a0%88%eb%93%9c/	https://www.kocowa.com/en_us/season/79029549/mission-codered
조선변 호사	Joseon Attorney: A Morality	https://kokoatv.net/tv-show/%ec%a1%b0%ec%84%a0%eb%b3%80%ed%98%b8%ec%82%ac/	https://www.kocowa.com/en_us/season/74145257/joseon-attorney-a-morality
강심장 리그	Thumbnail Battle: The Strongest Hearts	https://kokoatv.net/tv-show/%ea%b0%95%ec%8b%ac%ec%9e%a5-%eb%a6%ac%ea%b7%b8/	https://www.kocowa.com/en_us/season/77808304/thumbnail-battle-the-strongest-hearts
어쩌다 마주친, 그대	My Perfect Stranger	https://kokoatv.net/tv-show/%ec%96%b4%ec%a9%8c%eb%8b%a4-%eb%a7%88%ec%a3%bc%ec%b9%9c-%ea%b7%b8%eb%8c%80/	https://www.kocowa.com/en_us/season/76561204/my-perfect-stranger
나의 X세대 스투칼	My 20 th Twenty	https://kokoatv.net/tv-show/%eb%82%98%ec%9d%98-%ea%b0%99%ec%9d%80-%ec%8a%a4%eb%ac%b4%ec%82%b4/	https://www.kocowa.com/en_us/season/76411757/my-20th-twenty
하늘의 인연	Meant to be	https://kokoatv.net/tv-show/%ed%95%98%eb%8a%98%ec%9d%98-%ec%9d%b8%ec%97%b0/	https://www.kocowa.com/en_us/season/76179394/meant-to-be
과학수 사대 스모킹 건	KCSI: Smoking Gun	https://kokoatv.net/tv-show/%ea%b3%bc%ed%95%99%ec%88%98%ec%82%ac%eb%8c%80-%ec%8a%a4%eb%aa%a8%	https://www.kocowa.com/en_us/search?q=KCSI%3A%20Smoking%20Gun

1		ed%82%b9-%ea%b1%b4/ https://kokoatv.net/tv- show/%ec%9d%a5%ec%9d%b4%ec%95%bc- %ec%98%a5%ec%9d%b4%ec%95%bc/	
2	아이야 아이야	Apple of My Eye	https://www.kocowa.com/en_u s/season/74047619/apple-of- my-eye
3			
4	소년판 타지-후 방과하 설렘 시즌2	Fantasy Boys	https://kokoatv.net/tv- show/%ec%86%8c%eb%85%84%ed%8c%90%ed%83%80%ec%a7%80- %eb%b0%a9%ea%b3%bc%ed%9b%84- %ec%84%a4%eb%a0%98- %ec%8b%9c%ec%a6%8c2/
5			https://www.kocowa.com/en_u s/season/74483666/fantasy- boys
6			
7			
8			

53. Defendants, individually and in cooperation together, are distributing unauthorized copies of at least the above ten Works free of charge via the KOKOATV.NET and KOKOA.TV websites in cooperation with VIDGROUND.COM. Further, Defendants are distributing the unauthorized copies of the Works in the same OTT format as wA's KOCOWA® service to users in the United States.

54. As the domain name registrar, Namecheap has the authority to control and manage the KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM domain names by handling reservation of the domain names, assignment of available IP addresses, and if so ordered, transfer, suspension, or cancellation of the domain names.

55. Defendants rely on Namecheap's services to operate the KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM websites.

56. Defendants are profiting from the unauthorized distribution of the Works at least through the extensive placement of advertisements on the KOKOATV.NET website.

57. KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM do not have a registered agent for the notification of copyright infringement as required by the Digital Millennium Copyright Act, 17 U.S.C. § 512, ("DMCA") and, therefore, are ineligible for any safe harbor against liability that the DMCA provides.

wA's Attempts to Stop the Infringing Conduct

58. wA discovered KOKOATV.NET in or around April 2023. Realizing the scope of copyright and trademark rights being infringed, counsel for wA contacted the registrar for KOKOATV.NET, Namecheap, by email on April 27, 2023. A true and correct copy of the April 27, 2023, email is attached hereto as Exhibit AD. In the email, wA's counsel informed Namecheap that "the website <https://kokoatv.net/> ('Kokoatv') is unlawfully providing, *inter alia*, numerous Korean television shows to viewers in the United States." Further, using the Korean show Taxi Driver (season 2) (available at <https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-%ec%8a%a4%ed%8e%98%ec%85%9c/>) as one specific example, wA's counsel stated that "wA is the exclusive licensee to provide this show to viewers in the United States," and "wA has a good faith belief that Kokoatv does not have the right to present this show to viewers in the United States." The April 27th email went on to request that Namecheap unmask the owner of KOKOATV.NET so that wA "may contact the owner with our concerns of potential trademark infringement directly."

59. Namecheap's Legal and Abuse Department responded to the April 27th email on May 5, 2023, stating that "Whois contact information protected by the privacy protection service can be revealed only based on an official request from a court." A true and correct copy of this May 5, 2023, email is attached hereto as Exhibit AE. The May 5th email went on to say that wA could send an email to the protected email address of the domain holder and that "it will be forwarded to the real email address of the domain holder."

60. Consistent with Namecheap’s advice that wA contact the website owner directly by using their protected email address, counsel for wA did so on June 13, 2023. A true and correct copy of the email and attached letter dated June 13, 2023, is attached hereto as Exhibit AF. The email was addressed to the KOKOATV.NET domain registrant email at <92551b95f08e433f8eab6e814f72103c.protect@withheldforprivacy.com> and the DICECAKE.COM domain registrant email at <9b7c519e810546e888747c8ae880f0f1.protect@withheldforprivacy.com>.

61. In its June 13th letter, wA informed the Kokoa Defendant that wA “owns and operates the popular Kocowa® streaming service” and that wavve Americas “is the exclusive Americas copyright licensee of much of the content published by the three major Korean broadcast networks—KBS, MBC, and SBS.” wA’s counsel also stated that “wA has not authorized any of the infringing websites to reproduce, distribute, or publicly display the copyrighted material” as such “unauthorized reproduction and use...violates wA’s exclusive rights under United States Copyright Law, as set forth in 17 U.S.C. § 501.” The June 13th letter went on to say “wA further demands that you cease use of the KOKOATV.NET domain name and any domain name confusingly similar to wA’s registered KOCOWA mark in connection with any video streaming service.”

62. Then, on June 15, 2023, wA’s counsel emailed another letter to Namecheap’s DMCA takedown email address. A true and correct copy of the June 15th email and attached letter is attached hereto as Exhibit AG. In this letter, wA informed Namecheap that “the website <https://kokoatv.net/> is unlawfully providing, *inter alia*, numerous Korean television

1 shows and films to viewers in the United States.” Further, wA’s counsel stated that “wA
2 has not authorized use of any of its copyright-protected content on the Infringing Website.”
3 The June 15th letter went on to say that “the Infringing Website’s use of the KOKOA
4 trademark, which is phonetically similar to wA’s KOCOWA mark, is likely to cause
5 confusion, deception, and/or mistake among consumers as to the source or origin of the
6 registrant’s services or as to any affiliation, connection, or relationship between wA and the
7 Infringing Website, when none exist.”
8

9
10 63. Within one minute of emailing the June 15th letter to Namecheap, wA’s
11 counsel received a response from Namecheap confirming receipt of wA’s email and
12 assigning the matter Namecheap ticket ID: GYM-503-51087. A true and correct copy of
13 Namecheap’s June 15, 2023, email is attached hereto as Exhibit AH.
14

15 64. wA’s counsel sent a follow-up email to Namecheap on June 26th, reattaching
16 the same June 15th letter, asking for an update on Namecheap’s investigation and
17 specifically requesting that Namecheap “either disable access to the infringing content or
18 let us know as soon as possible if you require additional information to process this claim.”
19 A true and correct copy of this June 26th email (without repeat attachments) is attached
20 hereto as Exhibit AI.
21

22 65. On July 13, 2023, wA’s counsel sent an email to Defendant Registrant of
23 VIDGROUND.COM (hereinafter, the “Vidground Defendant”) once it learned that
24 VIDGROUND.COM is hosting and/or distributing unauthorized copies of the Works in
25 conjunction with KOKOATV.NET. A true and correct copy of this July 13, 2023, email is
26 attached hereto as Exhibit AJ. The email was addressed to the VIDGROUND.COM domain
27
28

1 registrant email at
 2 <e73cfd48afe140e0870c0d27fbd9c4ef.protect@withheldforprivacy.com>.

3
 4 66. In its July 13th email, wA’s counsel informed the Vidground Defendant that
 5 wA “owns and operates the popular Kocowa[®] streaming service” and that wA “is the
 6 exclusive Americas copyright licensee of much of the content published by the three major
 7 Korean broadcast networks—KBS, MBC, and SBS.” wA’s counsel also informed the
 8 Vidground Defendant that the website <https://kokoatv.net/> (‘Kokoatv’) is unlawfully
 9 providing numerous Korean television shows to viewers in the United States. Using
 10 episode 15 of the Korean show Taxi Driver (season 2), (available at
 11 [https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-
 12 %ec%8b%9c%ec%a6%8c-2-15%ed%99%94/](https://kokoatv.net/episode/%eb%aa%a8%eb%b2%94%ed%83%9d%ec%8b%9c-%ec%8b%9c%ec%a6%8c-2-15%ed%99%94/)) as one specific example, wA’s counsel
 13 further stated that it has found “substantial evidence indicating that the infringing video
 14 streams originate from [the Vidground Defendant’s] website, VIDGROUND.COM.” The
 15 email went on to demand that all episodes of this show be removed from
 16 VIDGROUND.COM’s servers and all streams of the show immediately cease.

17
 18 67. Due to Defendants’ and Namecheap’s unwillingness to comply with wA’s
 19 reasonable requests, wA brings this lawsuit.

20
 21 68. Namecheap has been aware of KOKOATV.NET’s copyright and trademark
 22 infringements since at least April 27th and was reminded of the same on June 15th and June
 23 26th. To date, Namecheap has not taken any action to restrict access to any portion of
 24 KOKOATV.NET in response to wA’s requests.

25
 26 69. wA does not know how many consumers have been deceived into freely
 27
 28

1 accessing the Works in the United States or in other jurisdictions via KOKOATV.NET
 2 since the website began operation in or around February 2023.

3 70. As of today, the KOKOATV.NET website remains active.

4
 5 **COUNT I**

6 **(Infringement of a Federally Registered Trademark by**

7 **Defendant Registrant of KOKOATV.NET and**

8 **Defendant Registrant of KOKOA.TV)**

9 **[15 U.S.C. § 1114]**

10 71. wA repeats and realleges the allegations of paragraphs 1 through 70 of this
 11 Complaint as if fully set forth here.

12 72. The above-cited acts by Defendant Registrants of KOKOATV.NET and
 13 KOKOA.TV (collectively, the “Kokoa Defendant”) constitute infringement of U.S.
 14 trademark registration number 6183377, owned and currently used in commerce by wA, in
 15 violation of 15 U.S.C. § 1114.

16
 17 73. wA has been damaged by the Kokoa Defendant’s trademark infringement by
 18 reason of the likelihood that customers, potential customers, and Korean entertainment
 19 content distributors are likely to be confused as to the source or affiliation, sponsorship, or
 20 approval of the KOKOATV.NET and KOKOA.TV websites with wA’s KOCOWA®
 21 service, accessible at KOCOWA.COM.

22
 23 74. By reason of the Kokoa Defendant’s acts alleged herein, wA has suffered
 24 irreparable injury to its goodwill.

25
 26 75. On information and belief, these acts of trademark infringement have been
 27 willful and taken without regard to the established rights of wA.

28 76. In light of these acts and the foregoing, wA is entitled to injunctive relief

1 prohibiting Defendant Registrants of KOKOATV.NET and KOKOA.TV from using the
 2 Kocowa Mark, including any marks identical and/or confusingly similar thereto, for any
 3 purpose and to recover from the Kokoa Defendant all damages, including attorneys' fees,
 4 that wA has sustained and will sustain as a result of these infringing acts, and all gains,
 5 profits, and advantages obtained by the Kokoa Defendant as a result thereof, in an amount
 6 not yet known, as well as the costs of this action pursuant to 15 U.S.C. § 1117(a), and/or
 7 attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117(b).
 8

9
 10 77. wA is also entitled to a preliminary and permanent injunction preventing the
 11 Kokoa Defendant from further infringing wA's trademark rights.

12 **COUNT II**

13 **(Cybersquatting Under 15 U.S.C. § 1125(d) by** 14 **Defendant Registrant of KOKOATV.NET and** 15 **Defendant Registrant of KOKOA.TV)**

16 78. wA repeats and realleges the allegations of paragraphs 1 through 77 of this
 17 Complaint as if fully set forth here.

18 79. The Kokoa Defendant registered, trafficked in, and/or used the domain names
 19 KOKOATV.NET and KOKOA.TV, which are confusingly similar to wA's registered
 20 Kocowa Mark, with a bad faith intent to profit therefrom.
 21

22 80. The domain names KOKOATV.NET and KOKOA.TV are phonetically
 23 similar to the Kocowa Mark in that they are nearly indistinguishable when pronounced
 24 syllabically (KO-CO-WA and KO-KO-A). Additionally, the KOKOATV.NET domain
 25 name only adds the generic acronym "TV," which fails to dispel any consumer confusion.
 26
 27
 28

LEWIS  **ROCA**

COUNT III
(Copyright Infringement by All Defendants)

84. wA repeats and realleges the allegations of paragraphs 1 through 83 of this Complaint as if fully set forth here.

86. The Works are not United States work as defined by Section 101 of the Copyright Act at least because each Work was first published in Korea by MBC, SBS, or KBS. Korea is a party to the Berne Convention, having become a member on August 21, 1996. Thus, the registration requirement of 15 U.S.C. § 411(a) is excused as to the Works.

121941596.2

1 88. By distributing the Works to third parties in the United States via
2 KOKOATV.NET, KOKOA.TV, and VIDGROUND.COM, Defendants distributed the
3 Works without wA's authorization.
4

5 89. Defendants' unauthorized copying and distribution of the Works violates
6 wA's exclusive rights under 17 U.S.C. § 106.
7

8 90. Defendants' infringements have been deliberate, willful, and in utter
9 disregard of wA's exclusive rights. Indeed, since receiving actual notice of the above-
10 described infringements, Defendants have not taken action to remove the infringing content.
11 Further, the "spoof" webpages serve to hide the true location of the infringing content and
12 frustrate attempts to effect removal of the infringing content.
13

14 91. As a direct and proximate result of Defendants' willful copyright
15 infringement, wA has suffered, and will continue to suffer, monetary loss to its business,
16 reputation, and goodwill. wA is entitled to recover from Defendants, in amounts to be
17 determined at trial, the damages it has sustained and will sustain, and any gains, profits, and
18 advantages obtained by Defendants through their acts of infringement and distribution of
19 the infringing content pursuant to 17 U.S.C. § 504(b). At present, the amount of such
20 damages, gains, profits, and advantages cannot be fully ascertained by wA but will be
21 established according to proof at trial.
22

23 92. wA is also entitled to a preliminary and permanent injunction preventing
24 Defendants from further infringing wA's exclusive rights.
25
26
27
28

COUNT IV**(Contributory Copyright Infringement by All Defendants)****[17 U.S.C. § 501]**

93. wA repeats and realleges the allegations of paragraphs 1 through 92 of this Complaint as if fully set forth herein.

94. On June 13, 2023, the Kokoa Defendant received notice of copyright infringement of the Works on what are referred to herein as the “spoof” websites, including JUSTLINK.TV, DICECAKE.COM, and SFOODTV.COM. The notice also notified the Kokoa Defendant that by hosting deeplinks to infringing copies of the Works, it was separately liable for contributory copyright infringement.

95. As of June 13, 2023, the Kokoa Defendant knew or had reason to know that the deeplinks hosted on KOKOATV.NET lead to infringing copies of the Works.

96. By deeplinking to the infringing content, the Kokoa Defendant materially contributes to the above-described copyright infringement occurring on the “spoof” websites. On information and belief, due to webpage “spoofing,” the deeplinks hosted on KOKOATV.NET are the only means to access the infringing material.

97. Despite actual knowledge of its infringing conduct, the Kokoa Defendant refuses to remove the deeplinks and cease the infringements.

98. The Kokoa Defendant receives remuneration in the form of advertising revenue of ads hosted on KOKOATV.NET.

99. The Vidground Defendant was similarly informed of its complacency in the copyright infringements occurring on KOKOATV.NET and the “spoof” websites via email on July 13th. By hosting and/or distributing infringing copies of the Works, the Vidground

1 Defendant has materially contributed to the infringements occurring on KOKOATV.NET
2 and/or the “spoof” websites.

3
4 100. Defendants will continue to realize unjust profits, gains, and advantages as a
5 proximate result of its contributory infringement as long as such contributory infringement
6 is permitted to continue.

7
8 101. As a direct and proximate result of Defendants’ willful copyright
9 infringement, wA has suffered, and will continue to suffer, monetary loss to its business,
10 reputation, and goodwill. wA is entitled to recover from Defendants, in amounts to be
11 determined at trial, the damages it has sustained and will sustain, and any gains, profits, and
12 advantages obtained by Defendants through their acts of contributory infringement and
13 distribution of the infringing content. At present, the amount of such damages, gains,
14 profits, and advantages cannot be fully ascertained by wA but will be established according
15 to proof at trial.
16

17 102. wA is also entitled to a preliminary and permanent injunction preventing
18 Defendants from further infringing wA’s exclusive rights.
19

20 **COUNT V**
21 **(Federal Unfair Competition by**
22 **Defendant Registrant of KOKOATV.NET and**
23 **Defendant Registrant of KOKOA.TV)**
24 **[15 U.S.C. § 1125(a)]**

25 103. wA repeats and realleges the allegations of paragraphs 1 through 102 of this
26 Complaint as if fully set forth here.

27 104. The Kokoa Defendant’s offering of free access to copyrighted content
28 exclusively licensed to wA and streamed to registered users via its KOCOWA® service
available on, *inter alia*, KOCOWA.COM, constitutes a false designation of origin likely to

1 cause confusion or mistake, or to deceive, as to the affiliation, connection, or association of
2 the Kokoa Defendant with wA in violation of 15 U.S.C. § 1125(a).

3
4 105. On information and belief, the Kokoa Defendant's use of wA's Kocowa Mark
5 in commerce has, at all times, been willful, deliberate, and intentional. Defendant's use of
6 wA's Kocowa Mark in commerce was designed to usurp and wrongfully trade off of the
7 substantial investment and goodwill Plaintiff has developed in the Kocowa Mark.

8
9 106. Defendant's use of the Kocowa Mark is without wA's authorization or
10 authority and is in disregard for wA's right to control its trademark.

11 107. Further, the Kokoa Defendant's offering of the Works exclusively licensed to
12 wA free-of-charge directly undercuts wA's business model and risks wA's future success.

13
14 108. In light of the Kokoa Defendant's acts and the foregoing, wA is entitled to
15 injunctive relief prohibiting the Kokoa Defendant from using the Kocowa Mark or any
16 marks identical and/or confusingly similar thereto for any purpose and from infringing the
17 Works and is entitled to recover from the Kokoa Defendant all damages, including
18 attorneys' fees, that wA has sustained and will sustain as a result of Defendant's infringing
19 act, and all gains, profits, and advantages obtained by Defendant as a result thereof, in an
20 amount not yet known, as well as the costs of this action.

21
22 **COUNT IV**
23 **(Tortious Interference with Business Expectancy by**
24 **Defendant Registrant of KOKOATV.NET and**
25 **Defendant Registrant of KOKOA.TV)**

26 109. wA repeats and realleges the allegations of paragraphs 1 through 108 of this
27 Complaint as if fully set forth here.
28

1 110. wA has had, and continues to have, existing and prospective business
2 relations with Korean broadcast networks, customers, and other individuals for the OTT
3 VOD distribution of Korean-produced programming.
4

5 111. wA has had reasonable business expectancies from these relations through
6 wA's previous experience and contacts in these areas, in that wA has prospered in providing
7 OTT VOD services in the United States for the past six years.
8

9 112. On information and belief, the Kokoa Defendant has been, at all relevant
10 times, aware of wA's existing and prospective business expectancies with such individuals
11 and entities for the OTT VOD distribution of Korean-produced programming, as well as
12 wA's reasonable expectation of business flowing from such relations.
13

14 113. On information and belief, the Kokoa Defendant is operating the website
15 KOKOATV.NET with the intent that such conduct disrupt or prevent business relations
16 between wA and other individuals and entities, thereby injuring wA's business.
17

18 114. On information and belief, the Kokoa Defendant has knowingly, willfully,
19 and without authorization offered free access to copyrighted content exclusively licensed to
20 wA and streamed to registered users on KOCOWA.COM. On information and belief, the
21 Kokoa Defendant has knowingly, willfully, and without justification or authorization used
22 the Infringing Mark with the intent to confuse or deceive the consuming public into
23 believing that the Kokoa Defendant's website is associated with wA when it is not.
24

25 115. The Kokoa Defendant's ongoing actions have interfered with, and will
26 continue to interfere with, the existing and prospective business relationships between wA
27 and other individuals and entities. As a direct and proximate result of the Kokoa
28

1 Defendant's interference with wA's business expectancies, wA has sustained and will
 2 continue to sustain immediate and irreparable injury, including but not limited to, losses in
 3 profits and revenues, loss of existing and potential sales, contractors, agents, and employees,
 4 loss of business relationships with existing and future customers, employees, agents, and
 5 independent contractors, and loss of competitive business advantage, goodwill, opportunity,
 6 and/or expectancy.
 7

8
 9 116. The Kokoa Defendant's acts, as complained of herein, were willful,
 10 wanton, malicious, and oppressive, and were committed with a reckless disregard of
 11 wA's rights, and wA is therefore entitled to an award of exemplary and punitive
 12 damages.
 13

14 **PRAYER FOR RELIEF**

15 WHEREFORE, wavve Americas, Inc. prays for:

16 1. A permanent injunction restraining Defendant Registrant of
 17 KOKOATV.NET and Defendant Registrant of KOKOA.TV from engaging in any further
 18 trademark infringement and unfair competition against wavve Americas, Inc.;

19
 20 2. A monetary award sufficient to compensate wavve Americas, Inc. for the
 21 costs of corrective advertising;

22 3. Disgorgement of any profits Defendant Registrant of KOKOATV.NET and
 23 Defendant Registrant of KOKOA.TV enjoyed as a result of the use of the Kocowa Mark;

24 4. Transfer of ownership of the domain names KOKOATV.NET and
 25 KOKOA.TV to wavve Americas, Inc. or, in the alternative, termination or cancellation of
 26 the KOKOATV.NET and KOKOA.TV domain names;
 27
 28

LEWIS ROCA ROTHGERBER CHRISTIE
LLP

By: /s/ Ryan D. Pont
Ryan D. Pont
Attorneys for Plaintiff Wavve Americas, Inc.

JURY DEMAND

wavve Americas, Inc. demands a jury trial on all issues for which a jury trial is permitted.

DATED this 30th day of August, 2023.

Respectfully submitted,

LEWIS ROCA ROTHGERBER CHRISTIE
LLP

By: /s/ Ryan D. Pont
Ryan D. Pont
Attorneys for Plaintiff Wavve Americas, Inc.

Office Address

LEWIS  **ROCA**